

SECOND AMENDMENT TO THE TEMPORARY LICENSE AGREEMENT
BETWEEN MAYOR AND COUNCIL OF ROCKVILLE
AND
MONTGOMERY COUNTY, MARYLAND

This Second Amendment (hereinafter referred to as "Second Amendment"), is entered into this 4th day of May, 2021, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and the MAYOR AND COUNCIL OF ROCKVILLE (the "City"). The County and City are each referred to as a "Party" and collectively as the "Parties" in this Amendment.

WHEREAS, the City is the owner of the property and improvements thereon located at 6 Taft Court, Rockville, MD 20850 ("Property"); and

WHEREAS, the Parties entered into a Right of Entry Agreement on September 20, 2019; and

WHEREAS, the Parties entered into a Temporary License Agreement (the "License") on October 31, 2019 to set forth the terms and conditions that govern the County's temporary use of a portion of the Property; and

WHEREAS, the Parties entered into a First Amendment to the Temporary License Agreement (First Amendment) to extend the term of the License from April 30, 2020 to April 30, 2021

WHEREAS, the County has continues to provide services to people who are homeless during the response to the COVID-19 health emergency;

NOW, THEREFORE, in consideration of the covenants contained, in this amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. TERM: The term of the License is extended to, and terminates on, December 31, 2021.
2. INSURANCE: Evidence of All Risks or All Perils Property Insurance for the current replacement cost value of the Property must be provided via email to Marcus Odorizzi at modorizzi@rockvillemd.gov no later than five (5) business days from the date of execution of this First Amendment. Pursuant to a February 27, 2020 appraisal of the Property, the replacement cost value is \$11,245,600.
3. LICENSE FEE: The County will pay to the City a license fee of \$288,000 ("License Fee") for the use of the property. The License Fee

will be paid in monthly installments of \$36,000.00, commencing on May 1, 2021. Payment is due on the first day of the month and is considered delinquent if not received by the City by the close of business of the 10th day of the month. Delinquent amounts will be assessed a 10% penalty that will be billed to the County and are due and payable immediately.

*May 1, 2020

~~24~~ . ADDITIONAL FEE: The County will pay to the City an additional retroactive license fee of \$108,000 for the period of ~~May 1, 2020~~ to July 31, 2020. Fee must be paid in its entirety by June 1, 2021. Should the City not receive payment by close of business on June 1, 2021 the additional fee will be considered delinquent, and a ten percent penalty will be billed to the county which will be due and payable immediately

~~35~~ . MOVE-OUT CONDITIONS: For all uncompleted items covered under Section 7 (Repairs, Maintenance, and Services, Part A; Prior to Occupancy) such as but not limited to demolition, stump/root removal and ADA (parking and accessible route) improvements must be completed by August 27, 2021.

For all uncompleted items covered under Section 7 (Repairs, Maintenance, and Services, Part B; Once Occupancy Commences) such as but not limited to interior and exterior window cleaning must be completed by October 29, 2021.

All requirements listed in Section 9 (Termination of License; Requirements) must be completed by February 18, 2022.

~~46~~ . ADDITIONAL REQUIREMENTS: The County shall design, obtain approvals/permits and construct a Smoke Evacuation System for the three-story atrium as per all applicable codes, standards and regulations. The Smoke Evacuation System must be constructed by July 2, 2021.


Demolition of the north wing (all 3 floors) including electric, cable, phone, and IT wiring and conduits, flooring and furniture by October 29, 2021. For clarification on the planned demolition, the City requests that the north and south wing bathrooms not be demolished but they must be cleaned. Also, the lighting and ceiling grids/tiles in the north wing, 1st and 2nd floor are to be demolished by October 29, 2021. The lighting and ceiling grids/tiles on all other floors are to remain.

~~37~~ . RATIFICATION: Except as otherwise set forth in this Amendment, all terms and conditions of the original Temporary License Agreement dated October 31, 2019 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

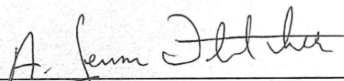
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed.

THE MAYOR AND COUNCIL OF ROCKVILLE

By: 
Rob DiSpirito
City Manager

Date: 5/4/2021

MONTGOMERY COUNTY, MARYLAND

By: 
Name: Jerome Fletcher
Position: Assistant Chief Admin. Officer

Date: 4/30/21

APPROVED AS TO FORM AND LEGALITY:

Neal Anker, Associate County Attorney
Neal Anker 4/30/2021